ONTARIO PUBLIC SERVICE LABOUR RELATIONS TRIBUNAL DECISIONS

INTEREST ARBITRATIONS VOLUME 6

1992 - on

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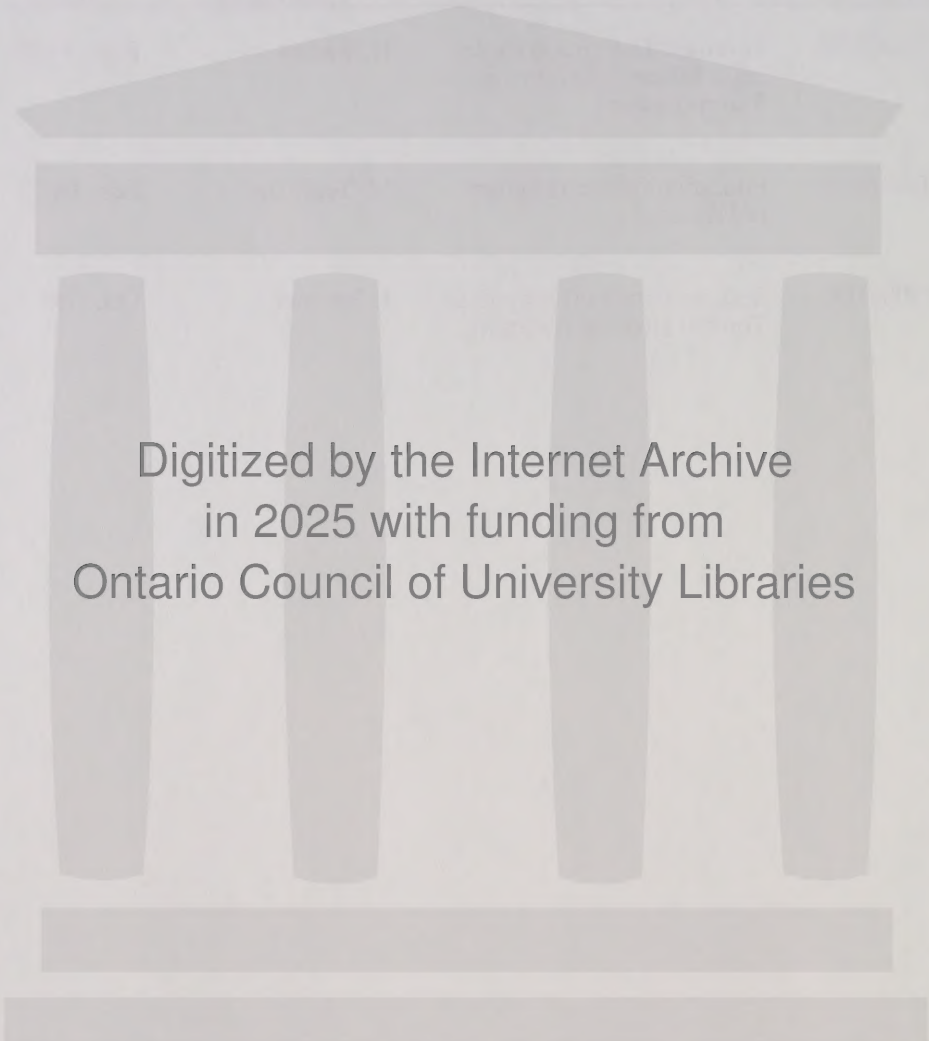
File No.	Re:	Chairman	Date
T/0007/92	Pavement Design and Evaluation Officer (Mininstry of Transportation)	H. Brown	Sept. 14/93
T/0024/92	Education Officer (Ministry of Education)	M. Teplitsky	Feb. 16/93
T/0041/92	Security Group (Metropolitan Toronto Housing Authority)	J. Brunner	Oct. 5/93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T/0007/92

IN THE MATTER OF AN ARBITRATION

Under

THE CROWN EMPLOYEES COLLECTIVE BARGAINING ACT

Before

THE LABOUR RELATIONS TRIBUNAL

Between:

OPSEU (Pavement Design and Evaluation Officer)

Applicant

- and -

the Crown in Right of Ontario
(Ministry of Transportation)

Respondent

BEFORE:	H. Brown	Vice-Chairperson
	B. Switzman	Member
	F. Collict	Member
FOR THE UNION:	L. Robinson Researcher Ontario Public Service Employees Union	
FOR THE EMPLOYER:	E. Johnson Staff Relations Officer Management Board of Cabinet	
HEARING:	April 6, 1993	

The Board of Arbitration was constituted pursuant to Article 5.8.1 of the collective agreement in effect between the parties. The wage dispute relates to the classification of Pavement Design and Evaluation Officer which is held by 15 employees of the Ministry of Transportation. The employees in this classification were formerly classified as Specification Officer III (atypical). In March 1990 three of these employees grieved that they were incorrectly classified and subsequently in June, six others joined the action. The Grievance Settlement Board by decision dated November 22nd, 1990 upheld the grievance and directed the Employer to create a proper classification for the grievors. As a result, a new class standard was created by the Employer and sent to the Union following which the parties met directly concerning the negotiation of the rates of pay for this classification. Not being successfuly however, the wage rate issue has been referred to this Board under the terms of Article 5.8.1. The parties agreed that the Board had jurisdiction to determine the dispute in this matter.

At the hearing the parties presented their written briefs to the Board on the issue following which the Board has met in executive session to consider the submissions of the parties and the preparation of its award.

It is the Union's position that the Pavement Design and Evaluation Officer (PDEO) should be paid the same rates as

positions classified TM-17 which would involve an increase in the 1991 rates of pay by 11% at the minimum and 9.6% at the maximum of the wage grid. The salary grid consisted of a minimum wage rate and four increments for Specification Officer III. The Union does not propose any change to the wage grid. The Union referred to the decision of the Grievance Settlement Board in which it was found on the evidence before it given by Mr. Archer in part:

> "The core functions of the Specification Officer Class standard is the preparation of architectural and engineering specifications for tendering purposes. The three level is distinguished from the lower levels in the supervision and factor. In addition, those at Level III produce specifications for larger and more complex factors. Individuals in these categories have virtually no role to play after the tendering specifications have been drafted.
>
> The duties of Mr. Archer's position bear virtually no relationship to that core function. The core function of his job has to do with analysing and determining how best to deal with soil and sub-soils in the case of highway construction and maintenance. What role he does have in the tendering process regarding highway construction is incidental and ancillary to the core function of the position. . ."

The Union submitted the following classifications as internal comparisons: Project Manager and Senior Project Manager, Project Soils Engineer, Engineering Officer III which does not have a class definition but the wage rates for EO III appear in the schedules of the collective agreement including Senior Structural Technician and Structural Officer in the Ministry of Transportation which classification involves highway structures, the purpose of which classification is in its submission comparable to the PDEO.

The difference is that the Structural Officer may act as Project Manager on structural rehabilitation construction projects. The PDEO is concerned with highway services and sub-services while the Structural Officer with highway structures. Both employees work for the same Ministry. It was submitted that the two positions are quite comparable and in only one of the major headings are not included in the PDEO. There was a 4.8% difference at the minimum and 7.8% difference at the maximum between the EO III and the Specification Officer. These rates are presently under review pursuant to Article 5.8.

It was submitted that in 1987 the PDEO's position was classified along with other positions in the Planning and Design Division at the TM-16 level which included Project Managers and Senior Project Managers in the Northwest Region. The minimum was .9% above the minimum for a Specification Officer III and 1.8% above the maximum. In 1989 all of the other positions were reclassified and some including the Project Managers were rated at TM-17 and the Senior Project Manager at TM-18. Reference to those position descriptions were made in the brief. In 1991 there was a 10.9% difference between the TM-17 and TM-16 classifications in the minimum and 9.6 at the maximum. Between the TM-16 and TM-18 there was a difference of 16.5% at the minimum and 18.1% at the maximum.

It was submitted that the reclassification of the positions opened the gap between those rates of pay and that of the PDEO and submitted the historical relationship should be restored. Project

Managers and Senior Project Managers are Professional Engineers and paid according to PEGO rates which are substantially higher than the corresponding TM rates which was done to bring the rates of pay of Professional Engineers in line with rates paid outside of the public service.

The Union further compared the position of Project Soils Engineer classified as PEN-16 which it submitted the work is virtually the same as a PDEO. It was submitted that the Board should accept the duties and responsibilities of these two positions to be equal. This classification requires a Graduate Engineer but the skills and knowledge required in the two jobs may be considered equal. An engineering degree for the PDEO is optional rather than mandatory and there are other methods of obtaining the necessary knowledge set out in that description. The Project Soils Engineer is paid 16.9% more at the minimum and 16.6% more at the maximum which in its view is an unreasonably large difference. The Union submitted that the rates it proposed would restore the historical relationship which obtained up to 1989 with TM-17 wage rates and would bring this difference between these two classifications more in line and having regard to the formal educational requirements in the jobs.

The grievor works in the Geotechnical Section of the North-West Region Engineering and Right-Of-Way Office of the Ministry of Transportation and reports to the Soils Supervisor. The Employer relied on internal comparisons stating that a suitable match to the

duties and responsibilities of this position could not be found outside of OPS. The Employer used the following positions as comparators: Project Manager, Contract Review Officer, Supervisor, Pavement Testing and Data Processing, Structural Officer, Traffic Control Devices Policy Officer and Special Services Review Officer. It is the Employer's position that the three positions classified as ESO-3 of Structural Officer, Traffic Control Devices Policy Officer and Special Devices Review Officer are appropriate comparisons for the PDEO. It is therefore its submission that the salary of the PDEO should be increased by 2% at each step of the salary range, maintaining the same grid as for the Specification Officer-3.

It was submitted that the Project Manager requires a broader range of knowledge and skill than a PDEO and is paid 9.62% higher than the maximum for the Specification Officer-3.
Similarily it was submitted that the Contract Review Officer which is rated 9.5% greater than the maximum of the Specification Officer-3 has skills which exceed that required by the PDEO and is significantly stronger with co-ordinating responsibilities. The Supervisor of Pavement, Testing and Data Processing is rated 6.67% higher than the Specification Officer-3 at the maximum and in its submission reflects a level of work which exceeds that of the PDEO as the position requires group leading skills for staff performing pavement testing, data processing and reporting. The other three positions are classified as Engineering Service Officer-3 and in the Employer's submission have common characteristics and while the

technical nature of the work varies but it is of approximate equal value.

The Employer therefore requested that wage rates approximately equal to that of ESO-3 which would reflect the duties of the new classification should be applied. The Employer agreed that there is not a comparison between the former Specification Officer-3 and the PDEO classification which was developed at the direction of the Grievance Settlement Board. It did not direct a specific classification but issued a Berry order. The Employer submitted that PDEO classification be increased by applying 2% to each step of the corresponding salary range for the Specification Officer 3.

The purpose of the position of PDEO set out in this position specification is:

> "To plan and direct field sub-surface investigations, request and evaluate laboratory test results, prepare soils profiles and reports, develop alternate pavement structure designs and recommend the most cost-effective solution. To inspect, evaluate and rate highway pavements, develop the most cost effective rehabilitation strategies and establish an order of priorities for programming purposes. To advise on geotechnical construction and maintenance problems."

In the GSB award the Board noted the testimony of Mr. Archer in describing his duties and found that:

> "Essentially his main role is to assess based on information conveyed to him the soil and sub-soil on which highways are to be placed to determine and recommend and adopt the nature of the various materials to be put down to get a reasonable life expectancy of the road to be build. He prepares detailed drawings, quantity calculations of materials to be used, does route planning as well as determining how to treat problem areas. . ."

It was noted that a permanent design report is produced which is sent to other groups, planning and design, construction and head office. In addition it was found that he performed pavement evaluation. The Incumbent provides input into the regional maintenance program and gives advice to the maintenance group. The Incumbent responds to the municipal section of the Ministry.

Of the positions referred to by the Employer, we find that the Project Manager and Contract Review Officer and Traffic Control Devices Policy Officer are not substantially comparable to the PDEO and are not appropriate comparators. The Structural Officers were classified as ESO-3. In our view the Structural Officer and Special Services Review Officer at that level while not being an exact fit but have some comparability in the duties and responsibilities of the PDEO. Those descriptions however, do not match to the extent that the application of the rate proposed by the Employer of 2%, would fairly represent an appropriate ranking between the PDEO and the ESO-3.

The Supervisor of Pavement Testing and Data Processing reports to the Pavement Management Engineer. The purpose of that position is:

> "To ensure efficient and on-schedule pavement testing, data processing and reporting of results by coordinating and scheduling work flow and providing group leadership to pavement testing and data processing staff. To assist in the development and implementation of engineering applications of highly technical sophisticated state of the art system such as ARAN. To provide expert counsel in specific engineering fields to internal and external offices."

The skills and Knowledge required in this position is quite comparable to the requirement of the PDEO where sound knowledge is required in field investigations, laboratory testing techniques, administrative and safety regulations. The Knowledge factor is

> "normally acquired through graduation recognized in University in Civil Engineering or appropriately related science. It can also be acquired through graduation in the appropriate discipline from a recognized community college and a number of years of practical training or through intensive and extensive on the job training and successful completion of appropriate internal and/or external courses."

In the Supervisor position it is set out that "thorough knowledge and progressive experience in pavement design, evaluation and specialized testing. . ." is required and obtained "through training, formal education experience and similar environment. Good knowledge and experience with data processing techniques."

This position also requires "well developed analytical investigation and evaluation skills to supervise effective pavement testing, maximizing equipment and human resources. . ." This position requires group leading skills as set out in the list of duties requiring supervision to Pavement Evaluation Technicians. The Incumbent reports to the Pavement Management Engineer.

A PDEO does not provide group leadership and works under the general supervision of the Soil Supervisor to whom the Incumbent reports. The general extent of the PDEO's duties are similar to the Supervisor position in the production of soils, design reports and profiles, to produce pavement condition reports with recommendations. The PDEO provides input to the Regional maintenance program while the supervisor deals with the Section, Region and Ministry. The Supervisor position provides training in equipment operation, maintenance and calibration; the PDEO lectures at training schools.

The Structural Officer classification representative of the position rated as an ESO-3 is required to carry out regular and specific inspections of bridge and transportation structures on the highways, to assess the condition of existing structures, prepare reports and recommendations and carry out designs and contract preparation for structure repairs and rehabilitation, working under the direction of a Structural Engineer or Senior Structural Engineer to which he reports. The position requires knowledge of highway structure engineering and ability to act as Project Manager

for complete structural products. It is described as "para-professional". In our view while this position requires skill to act as Project Manager, the PDEO requires greater technical knowledge both with respect to this position as well as the Supervisor Pavement Testing Data Processing but overall, exceeds the requirements of the Special Officer position. In the substance of the duties and related tasks the Knowledge factor in that position has an option for formal educational training or several years of practical experience with appropriate training. The PDEO must demonstrate ability to act independently; to exercise judgment in assessing anticipated Sub-surface conditions and preparation of soil profiles and with the provision of solution to problems as only "unusual problems are referred for resolution" to the Soil Supervisor.

The Incumbent is accountable for the accuracy and completeness of the factual field information and soil profile and for the "cost and conduct of field investigations and liaison with utility and general public. Consequences of error are such that severe long term problems were developed resulting in substantial losses as well as considerable embarrassment to the Ministry. . ."

The Project Manager's position fallas within the management scale and is under the direction of a Senior Project Manager. Both of those positions require Professional Engineers. These positions were moved from TM-16 to TM-17.

The Project Soils Engineer position (PSE) is:

"Responsible for all soils work in an assigned district relative to planning design, construction and maintenance of King's highways."

The position requires a graduate engineer who among other things must have knowledge of the application of theory of Soil Mechanics and Construction Materials to practice. Design and construction procedures, rational design of pavements, with "at least four years progressively responsible engineering experience." The purposes of this job and the PDEO are similar, the PSE performs or supervises various deep boring pedological performance materials or other surveys, prepares detailed designs in the form of soil design reports and soils profiles, checks contracts in the field with the construction staff and undertakes investigations in the laboratory and field with regard to specific problems; gives lectures to construction staff and trains and advise staff in various field testing and sampling techniques and verifies time sheets and expense accounts of field crews among other duties.

Because of the formal education requirement for a PSE the details in the skill portion of the description are not as expansive as for the PDEO which position contains an option for on the job training. We find that the two positions are quite similar but we do not accept the Union's proposition that the duties and responsibilities of the two positions are equal. The formal

education requirement of the PSE cannot be ignored and stands as a substantial difference in the requirements of the Employer for this position which it assigns to a Professional Engineer. It may well be that the Incumbent PDEO may have practical experience in order to carry on tasks of that position in an equivalent manner but the other knowledge in the application of theory coming from the formal education requirement of a PSE must be given weight in assessing the difference between these positions.

The PDEO has contacts with staff and construction maintenance municipal areas and others while the PSE is required to give advice and recommendations with the road design and planning staff. There is a difference of 16.9% in the wage rate between the Specification Officer-3 and PSE which the Union claimed was too large. This was offered to support the Union's position on the increase to the salary grid to the TM-17 rates as set out above.

What is important in the assessment of the appropriate comparability positions is the actual requirement of the Incumbents in the positions. The designation of "atypical" does not preclude the use of the position description. Both the PSE and Supervisor of Pavement Testing positions have requirements which exceed those of the PDEO where the former has some supervisory requirements and reviews and provides advice with the construction staff and the latter has group leader requirements and designs and develops engineering application and advance technology systems for which no

precedence may be available. That position provides supervision and training to five Pavement Evaluation Technicians and assigns staff while the PDEO has substantial technical requirements in the duties. On balance we find that both of those positions exceed the requirements of the PDEO.

We find that all of these factors establish that the Employer's submission for an increase of 2% is not reflective of the requirements of the PDEO position. On the other hand comparing the position of Supervisor of Pavement Testing and Data Processing with the PDEO with the differential of 6.67%, there is not in our opinion justification to exceed the level of that classification. The Board has taken into account that the Specification Officer-3 was rated at the TM-16 level and that other positions which were then at the same wage level were increased to TM-17 or to TM-18. The evidence does not establish that the Specification Officer-3 was the equivalent of those positions although similarily rated in 1987 which for that reason alone would in the Union's submission compel the similar increase to the new classification of PDEO when it was created at the direction of the Grievance Settlement Board. We must consider the duties and responsibilities of comparable positions in order to set the appropriate rate for this position based on such data. The history of the relative wage standings of this position with other positions is but one aspect of the Board's considerations of the relevant factors.

In our view the direct comparison with those positions to which we have referred above as to specific duties, skills and knowledge and qualifications have led us to conclude that the appropriate standing for the PDEO is comparable to but somewhat less than the current differential between the PDEO and Supervisor of Pavement Testing.

Having regard to all of the evidence and the submissions of the parties the Board awards a wage increase for the classification of Pavement Design and Evaluation Officer of 5.7% from the present 1991 rates for the Specification Officer III. This wage grid will be effective from March 20th, 1991, the date of approval of the new class standard by the Civil Service Commission.

The Board will remain seized as to the implementation of this award.

DATED AT OAKVILLE, THIS 14th DAY OF ~~JULY~~ September, 1993.

HOWARD D. BROWN, CHAIRMAN

dissent
BRIAN SWITZMAN, UNION NOMINEE

Fred Collict
FRED COLLICT, EMPLOYER NOMINEE

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T/0024/92

IN THE MATTER OF AN ARBITRATION

Under

THE CROWN EMPLOYEES COLLECTIVE BARGAINING ACT

Before

THE LABOUR RELATIONS TRIBUNAL

Between:

OPSEU (Education Officer)

Union

- and -

the Crown in Right of Ontario
(Ministry of Education)

Employer

BEFORE:	M. Teplitsky	Vice-Chairperson
	L. Robbins	Member
	F. Collict	Member

FOR THE UNION: H. Law
Negotiator
Ontario Public Service Employees Union

FOR THE EMPLOYER: B. Doherty
Staff Relations Officer
Management Board of Cabinet

HEARING: February 1, 1993

AWARD

The Employer revised the class standards for Education Officer. Hence, the purpose of this arbitration is to determine the appropriate salary for the revised position.

The Board had the benefit of excellent briefs and comprehensive argument. The parties agreed that the effective date of the wage rate for the new classification is February 12, 1992. The Employer's position is that a 3% adjustment is appropriate. The Union sought a 16.9% increase.

It is clear that the revised class standard added to the duties and responsibilities of the Education Officer. In my opinion, a 3% increase would not adequately reflect the value of the additional duties and responsibilities. Equally, an increase of 16.9%, would result in a rate which cannot be justified.

The only comparable which directly bears on this matter is that of the Education Officers-Mowat Block. The increased responsibility of the subject group in the area of "policy" makes this comparable particularly relevant. Indeed, other than the fact that the subject group's responsibilities are principally but not exclusively regional, whereas the Education Officers-Mowat Block are principally involved in province-wide issues, there is little

to distinguish between the 2 groups. Further, this group has certain responsibilities in the area of fulfilling supervisory officer roles as required, adjudicating and mediating which the Mowat Block Education Officers are not required to fulfil. In the result, I am of the opinion that an 8% adjustment would provide the appropriate rate.

The Board will remain seized in the event that difficulties arise in the implementation of this Award.

DATED the 16th day of February, 1993.

MARTIN TEPLITSKY, Q.C.
Chairman

FRED COLLICT
Employer Nominee

LARRY ROBBINS
Union Nominee

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T/0041/92

IN THE MATTER OF AN ARBITRATION

Under

THE CROWN EMPLOYEES COLLECTIVE BARGAINING ACT

Before

THE LABOUR RELATIONS TRIBUNAL

Between:

OPSEU (Security Group)

Applicant

- and -

the Crown in Right of Ontario
(Metropolitan Toronto Housing Authority)

Respondent

BEFORE:	J. Brunner	Vice-Chairperson
	B. Switzman	Member
	G. Metcalfe	Member

FOR THE UNION: B. Mayes
Research Officer
Ontario Public Service Employees Union

FOR THE EMPLOYER: C. Riggs
Counsel
Hicks, Morley, Hamilton, Stewart, Storie
Barristers & Solicitors

HEARING: August 26, 1993

AWARD

This is an arbitration pursuant to the provisions of Sections 10 to 13 of the *Crown Employees Collective Bargaining Act*, R.S.O. 1990, Chapter C.50, between the Ontario Housing Corporation and The Metropolitan Toronto Housing Authority (hereinafter referred to as "MTHA") and the Ontario Public Service Employees Union Local, 592 (Security Group) which was certified as the bargaining agent for a unit of employees which presently comprises approximately 57 full time employees of MTHA who perform a variety of security related services in the following seven classifications:

1. Investigator
2. Fire and Safety Programs Officer
3. Coordinator, Abandoned Vehicles Program
4. Emergency Response Officer
5. Special On-Site Officer
6. Mobile Officer
7. Security Dispatcher

MTHA is the largest housing authority in Canada. It manages more than 29,000 geared to income rental units in Metro Toronto which provide accommodations for approximately 100,000 people.

The Ontario Housing Corporation is a crown agency which is governed by the *Ontario*

Housing Corporation Act, R.S.O. 1990, chapter O.21, and is the employer of the local housing authorities pursuant to Sections 1 and 10 of Regulation 232 of the *Crown Employees Collective Bargaining Act*.

Subsequent to the order of the Ontario Public Service Labour Relations Tribunal on March 22, 1991, the parties met on several occasions with a view towards entering into a first collective agreement. As a result the parties reached agreement on a number of issues but the following matters remain in dispute.

1. Wages
2. Call Back Pay
3. Shift Schedules
4. Mileage
5. Travelling Time
6. Special Leave
7. Equipment (Handcuffs)

Those matters that the parties have agreed upon for inclusion in the collective agreement are contained in a draft collective agreement that was appended to each of the briefs submitted by the respective parties. For the sake of convenience reference will be made to Tab A of the Employer's submission. Prior to the commencement of the hearing on August 26, 1993, counsel for both the Employer and the Union advised us that several

other matters had been agreed upon and requested that our decision be confined solely to the seven issues which remain in dispute.

Pursuant to the provisions of Section 13(2) of the *Crown Employees Collective Bargaining Act*, R.S.O. 1990, c. C.50, the parties are directed to enter into a collective agreement which shall consist of Tab A of the Employer's submission, the matters subsequently agreed upon between the parties and those issues which form the subject of this decision, within 30 days of the date of hereof, such to be executed by them at the offices of the MTHA in the Municipality of Metropolitan Toronto.

It is common ground between the Employer and the Union that the *Social Contract Act*, S.O. 1993, Chapter 5, has no application to this first contract arbitration by reason of the exclusion set out in subsection 48(5) of the *Social Contract Act*. In reaching our decision with respect to the matters in issue we have considered the written submissions of both parties as well as the oral arguments that were presented on August 26, 1993, and have had regard to the matters stipulated in subsection 12(2) of the *Crown Employees Collective Bargaining Act*.

We now propose to address the matters in dispute in the order previously outlined.

1. WAGES

The current wage rates and classifications respecting the employees that are the

subject of this arbitration are set out at page 37 of the Employer's submission. The Union contends that from January 1, 1991 to December 31, 1991, Investigators, Fire Safety Programs Officers and Coordinators, Abandoned Vehicles Program should be awarded a 5.8% increase but that Emergency Response Officers, Mobile Officers and Special On-Site Officers should receive an increase of 17% and Dispatchers 16.8%, the latter to be retroactive only to May 1, 1991, as no Dispatcher was hired by the Employer prior to that date. For the second year, effective January 1, 1992, the Union proposes an increase of 1% for all classifications and a further 2% commencing on January 1, 1993, coupled with a cost of living allowance in accordance with the provisions of the collective agreement between the Management Board of Cabinet and Ontario Public Service Employees Union dated March 5, 1992.

The Employer on the other hand contends that having due regard to the principles which it says governs an arbitration process such as this, that a 5.8% increase in wages for the calendar year 1991 should apply to all classifications. Thereafter, its position is in accord with that of the Union, namely a 1% increase for the year commencing January 1, 1992 with a further 2% starting January 1, 1993, as well as the cost of living allowance in the collective agreement between the Management Board of Cabinet and the Ontario Public Service Employees Union dated March 5, 1993.

The only issue between the parties insofar as the question of wages is concerned is restricted to 6 Emergency Response Officers, 29 Mobile Officers and 10 Special On-Site

Officers for the period January 1, 1991 to December 31, 1991, and 9 Dispatchers from May 1, 1991 to December 31, 1991.

Having given the matter the best consideration we can and having due regard to the tasks performed by the persons in these classifications, the wages paid by the Toronto Transportation Commission to Security Investigators who perform similar functions to the Emergency Response Officers, Mobile Officers and Special On-Site Officers, and bearing in mind that the Dispatchers perform more or less the same duties as the Communication Officer II (a classification within the Ontario Public Service Employees Union) who on February 15, 1992, were given an 11% increase in wages retroactive to August 13, 1990, by a board of arbitration chaired by Brian Keller and bearing in mind that under the provisions of the *Social Contract Act* there can be no increases in the rate of compensation of these employees prior to April 1, 1996, it is our view that Investigators, Fire Safety Programs Officer and Coordinators, Abandoned Vehicles Program receive an increase of 5.8% retroactive to January 1, 1991, for the 1991 calendar year. Emergency Response Officers, Mobile Officers and Special On-Site Officers are to receive a 16.8% increase effective January 1, 1991, and the Dispatchers an equivalent 16.8% retroactive to May 1, 1991.

For the period January 1, 1992, to December 31, 1992, all employees in the seven classifications are to receive an increase of 1% and for the calendar year 1993, commencing on January 1, 1993, a further increase of 2% in wages. In addition, effective January 1, 1993, the collective agreement will provide for a cost of living allowance equivalent to that

contained in the collective agreement between the Management Board of Cabinet and the Ontario Public Service Employees Union dated March 5, 1992, and attached thereto as Appendix 12 for a period of one year.

It is ordered that all increases in wages be paid to all persons who were employees during the relevant period of time within 45 days of the date of this award and that such increases be provided on "all paid hours".

2. CALL BACK/REPORTING PAY ALLOWANCE

The parties are in agreement with respect to the language of Articles 12.7.1 and 12.7.2 but diverge as to whether the guaranty should be for 3 or 4 hours. In our opinion, the MTHA proposal of 3 hours is reasonable and is hereby awarded.

3. SHIFT SCHEDULES

Article 14.1 of the collective agreement shall read as follows:

> "Shift Schedules shall be posted not less than twenty-one (21) working days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance of any change to shift hours, then the employee shall be paid time and one-half (1-1/2) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the Employer's control".

4. MILEAGE ENTITLEMENT

We are all of the opinion that the parties have not made a reasonable effort in their bargaining to discuss this subject and we are therefore of the opinion that no mileage entitlement as proposed by MTHA should at this time be awarded.

5. TIME CREDITS WHILE TRAVELLING

Article 18.3 of the collective agreement shall read as follows:

> "When travel is by automobile and the employee travels directly from their home or place of employment, time will be credited from the assigned hour of departure until the employee reaches their destination and from the assigned hour of departure from the destination until the employee reaches their home or place of employment. This will not apply within Metropolitan Toronto boundaries."

6. ARTICLE 29 SPECIAL LEAVE

Article 29.1 of the collective agreement shall read as follows:

> "Leave of absence with pay may be granted for special or compassionate purposes to an employee for a period of:
>
> (a) not more than six (6) months with the approval of the General Manager; and
> (b) over six (6) months with the approval of the Housing Authority Board.

7. APPENDIX "A" CLOTHING AND EQUIPMENT (HANDCUFFS)

We are all of the view that MTHA's proposal that Flexicuffs be provided to the employees should be rejected on the ground that there are significant safety concerns which militate against the use of this type of cuff. In our opinion, steel handcuffs are more

appropriate and are awarded.

We shall retain jurisdiction over the matters in dispute pending the execution of a collective agreement as contemplated by subsection 12(3) of the *Crown Employees Collective Bargaining Act*.

DATED AT TORONTO this 5th day of October, 1993.

P. JOHN BRUNNER, CHAIRMAN

"I Dissent in Part"
(attached)

"George Metcalfe"
GEORGE METCALFE, EMPLOYER NOMINEE

"I concur"
See Addendum
attached to Award

"Brian Switzman"
BRIAN SWITZMAN, UNION NOMINEE

- DISSENT IN PART -

B E T W E E N:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 592 (SECURITY GROUP)

- and -

ONTARIO HOUSING CORPORATION and
THE METROPOLITAN TORONTO HOUSING AUTHORITY

1. WAGES

In this period of restraint and very difficult economy, the mind "boggles" that anyone would consider awarding an increase of 16.8%

Even the employer's suggestion of an increase of 5.8% is difficult to accept.

While the Social Contract doesn't prevent increases, restraint on everyone is relevant.

I cannot endorse my colleagues largesse.

6. ARTICLE 29 SPECIAL LEAVE

This language has no place in a first agreement. It might be considered at some future negotiation.

IN THE MATTER OF AN ARBITRATION

BETWEEN: METRO TORONTO HOUSING AUTHORITY

- AND -

O.P.S.E.U. AND ITS LOCAL 592 (SECURITY GROUP)

ADDENDUM

I have joined with the chair in his award. In the award of a 1% general increase for 1992 and a 2% general increase for 1993, I understand that the parties have already worked out the implimentation formula for these increases for the MTHA and OPSEU Administrative Group. It is my understanding that the same implimentation formula will apply to the Security Group.

However in one minor detail I believe that the award could have been improved. I believe that the Call Back/Reporting Pay Allowance guaranty ought to be set at

the four hour minimum. This is the O.P.S. standard. Since the parties have based the rest of this collective agreement almost exclusively upon the O.P.S. standards, consistency indicates that the four hour standard is more appropriate.

Dated at Toronto this 23rd day of September, 1993.

Respectfully submitted,

Brian Switzman

BRIAN SWITZMAN
UNION NOMINEE